

HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

LAWRENCE and SHANA HILL, a Washington  
marital community; UNITED SERVICES  
AUTOMOBILE ASSOCIATION, as subrogee  
of Lawrence and Shana Hill, a reciprocal inter-  
Insurance exchange,

Plaintiff,

vs.

GREPOW, INC., a California corporation,

Defendant.

NO. 3:22-cv-5418-RSM

DEFENDANT GREPOW, INC.'S ANSWER  
TO PLAINTIFFS' FIRST AMENDED  
COMPLAINT

JURY TRIAL DEMANDED

COMES NOW, Defendant Grepow, Inc. ("Defendant Grepow"), by and through its  
undersigned counsel of record, and answers and responds to Plaintiffs' First Amended  
Complaint as follows:

**I. PARTIES**

1. In answer to Paragraph 1 of Plaintiffs' First Amended Complaint, Defendant Grepow is  
without sufficient knowledge and information to form a belief as to the truth of the matters  
stated therein, and therefore denies the same.

DEFENDANT GREPOW, INC.'S ANSWER TO  
PLAINTIFFS' FIRST AMENDED COMPLAINT - 1

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1       2. In answer to Paragraph 2 of Plaintiffs' First Amended Complaint, Defendant Grepow is  
2 without sufficient knowledge and information to form a belief as to the truth of the matters  
3 stated therein, and therefore denies the same.

4       3. In answer to Paragraph 3 of Plaintiffs' First Amended Complaint, Defendant Grepow is  
5 without sufficient knowledge and information to form a belief as to the truth of the matters  
6 stated therein, and therefore denies the same.

7       4. In answer to Paragraph 4 of Plaintiffs' First Amended Complaint, Defendant Grepow  
8 admits only that it is a California corporation and that its principal place of business is located  
9 at 290 Lindbergh Avenue, Livermore, California, 94551. As to all other allegations contained  
10 in Paragraph 4, Defendant Grepow denies all other allegations not specifically admitted.

11       5. In answer to Paragraph 5 of Plaintiffs' First Amended Complaint, Defendant Grepow  
12 admits only that it is engaged in business as a distributor of battery products. As to all other  
13 allegations contained in Paragraph 5, Grepow denies all other allegations not specifically  
14 admitted.

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16                               **II.    JURISDICTION AND VENUE**

17       6. In answer to Paragraph 6 of Plaintiffs' First Amended Complaint, Defendant Grepow  
18 incorporates its answers and responses to Paragraphs 1 through 5 above as though fully stated  
19 herein and denies all allegations not specifically admitted.

20       7. In answer to Paragraph 7 of Plaintiffs' First Amended Complaint, Defendant Grepow is  
21 without sufficient knowledge and information to form a belief as to the truth of the matters  
22 asserted therein, and therefore denies the same.

1 8. In answer to Paragraph 8 of Plaintiffs' First Amended Complaint, Defendant Grepow  
2 objects to the extent that the allegations contained in Paragraph 8 consist of legal assertions and  
3 conclusions, to which no response is required. To the extent a response is required, Defendant  
4 Grepow denies each and every allegation contained therein.

5 9. In answer to Paragraph 9 of Plaintiffs' First Amended Complaint, Defendant Grepow  
6 objects to the extent that the allegations contained in Paragraph 9 consist of legal assertions and  
7 conclusions, to which no response is required. To the extent a response is required, Defendant  
8 Grepow denies each and every allegation contained therein.  
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### 10 **III. FACTS**

11 10. In answer to Paragraph 10 of Plaintiffs' First Amended Complaint, Defendant Grepow  
12 incorporates its answers and responses to Paragraphs 1 through 9 above as though fully stated  
13 herein and denies all allegations not specifically admitted.

14 11. In answer to Paragraph 11 of Plaintiffs' First Amended Complaint, Defendant Grepow  
15 is without sufficient knowledge and information to form a belief as to the truth of the matters  
16 asserted therein, and therefore denies the same.

17 12. In answer to Paragraph 12 of Plaintiffs' First Amended Complaint, Defendant Grepow  
18 is without sufficient knowledge and information to form a belief as to the truth of the matters  
19 asserted therein, and therefore denies the same.  
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21 13. In answer to Paragraph 13 of Plaintiffs' First Amended Complaint, Defendant Grepow  
22 is without sufficient knowledge and information to form a belief as to the truth of the matters  
23 asserted therein, and therefore denies the same.  
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1 14. In answer to Paragraph 14 of Plaintiffs' First Amended Complaint, Defendant Grepow  
2 is without sufficient knowledge and information to form a belief as to the truth of the matters  
3 asserted therein, and therefore denies the same.

4 15. In answer to Paragraph 15 of Plaintiffs' First Amended Complaint, Defendant Grepow  
5 is without sufficient knowledge and information to form a belief as to the truth of the matters  
6 asserted therein, and therefore denies the same.

7 16. In answer to Paragraph 16 of Plaintiffs' First Amended Complaint, Defendant Grepow  
8 is without sufficient knowledge and information to form a belief as to the truth of the matters  
9 asserted therein, and therefore denies the same.

10 17. In answer to Paragraph 17 of Plaintiffs' First Amended Complaint, Defendant Grepow  
11 objects to the extent that the allegations contained in Paragraph 17 contain legal assertions and  
12 conclusions, which require no response. To the extent a response is required, Defendant  
13 Grepow is without sufficient knowledge and information to form a belief as to the truth of the  
14 matters asserted therein, and therefore denies the same.

15 18. In answer to Paragraph 18 of Plaintiffs' First Amended Complaint, Defendant Grepow  
16 is without sufficient knowledge and information to form a belief as to the truth of the matters  
17 asserted therein, and therefore denies the same.

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20 **IV. FIRST CAUSE OF ACTION: Strict Products Liability**

21 19. In answer to Paragraph 19 of Plaintiffs' First Amended Complaint, Defendant Grepow  
22 incorporates its answers and response to Paragraphs 1 through 18 above as though fully stated  
23 herein and denies all allegations not specifically admitted.

1       20. In answer to Paragraph 20 of Plaintiffs' First Amended Complaint, Defendant Grepow  
2 objects to the extent that the allegations contained in Paragraph 20 contain legal assertions and  
3 conclusions, which require no response. To the extent a response is required, Defendant  
4 Grepow denies each and every allegation contained therein.

5       21. In answer to Paragraph 21 of Plaintiffs' First Amended Complaint, Defendant Grepow  
6 objects to the extent that the allegations contained in Paragraph 21 contain legal assertions and  
7 conclusions, which require no response. To the extent a response is required, Defendant  
8 Grepow denies each and every allegation contained therein.

9       22. In answer to Paragraph 22 of Plaintiffs' First Amended Complaint, Defendant Grepow  
10 objects to the extent that the allegations contained in Paragraph 22 contain legal assertions and  
11 conclusions, which require no response. To the extent a response is required, Defendant  
12 Grepow denies each and every allegation contained therein.

13       23. In answer to Paragraph 23 of Plaintiffs' First Amended Complaint, Defendant Grepow  
14 objects to the extent that the allegations contained in Paragraph 23 contain legal assertions and  
15 conclusions, which require no response. To the extent a response is required, Defendant  
16 Grepow denies each and every allegation contained therein.

17       24. In answer to Paragraph 24 of Plaintiffs' First Amended Complaint, Defendant Grepow  
18 objects to the extent that the allegations contained in Paragraph 24 contain legal assertions and  
19 conclusions, which require no response. To the extent a response is required, Defendant  
20 Grepow denies each and every allegation contained therein.

21       25. In answer to Paragraph 25 of Plaintiffs' First Amended Complaint, Defendant Grepow  
22 objects to the extent that the allegations contained in Paragraph 25 contain legal assertions and  
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1 conclusions, which require no response. To the extent a response is required, Defendant  
2 Grepow denies each and every allegation contained therein.

3 26. In answer to Paragraph 26 of Plaintiffs' First Amended Complaint, Defendant Grepow  
4 denies each and every allegation contained therein.

5 27. In answer to Paragraph 27 of Plaintiffs' First Amended Complaint, Defendant Grepow  
6 denies each and every allegation contained therein.

7 28. In answer to Paragraph 28 of Plaintiffs' First Amended Complaint, Defendant Grepow  
8 denies each and every allegation contained therein.

9 29. In answer to Paragraph 29 of Plaintiffs' First Amended Complaint, Defendant Grepow  
10 denies each and every allegation contained therein.

11 30. In answer to Paragraph 30 of Plaintiffs' First Amended Complaint, Defendant Grepow  
12 denies each and every allegation contained therein.

13 31. In answer to Paragraph 31 of Plaintiffs' First Amended Complaint, Defendant Grepow  
14 denies each and every allegation contained therein.

15 32. In answer to Paragraph 32 of Plaintiffs' First Amended Complaint, Defendant Grepow  
16 objects to the extent that the allegations contained in Paragraph 32 contain legal assertions and  
17 conclusions, which require no response. To the extent a response is required, Defendant  
18 Grepow denies each and every allegation contained therein.

19 33. In answer to Paragraph 33 of Plaintiffs' First Amended Complaint, Defendant Grepow  
20 objects to the extent that the allegations contained in Paragraph 33 contain legal assertions and  
21 conclusions, which require no response. To the extent a response is required, Defendant  
22 Grepow denies each and every allegation contained therein.

1       34. In answer to Paragraph 34 of Plaintiffs' First Amended Complaint, Defendant Grepow  
2 objects to the extent that the allegations contained in Paragraph 34 contain legal assertions and  
3 conclusions, which require no response. To the extent a response is required, Defendant  
4 Grepow denies each and every allegation contained therein.

5       35. In answer to Paragraph 35 of Plaintiffs' First Amended Complaint, Defendant Grepow  
6 objects to the extent that the allegations contained in Paragraph 35 contain legal assertions and  
7 conclusions, which require no response. To the extent a response is required, Defendant  
8 Grepow denies each and every allegation contained therein.

9       36. In answer to Paragraph 36 of Plaintiffs' First Amended Complaint, Defendant Grepow  
10 objects to the extent that the allegations contained in Paragraph 36 contain legal assertions and  
11 conclusions, which require no response. To the extent a response is required, Defendant  
12 Grepow denies each and every allegation contained therein.

13       37. In answer to Paragraph 37 of Plaintiffs' First Amended Complaint, Defendant Grepow  
14 objects to the extent that the allegations contained in Paragraph 37 contain legal assertions and  
15 conclusions, which require no response. To the extent a response is required, Defendant  
16 Grepow denies each and every allegation contained therein.

17       38. In answer to Paragraph 38 of Plaintiffs' First Amended Complaint, Defendant Grepow  
18 objects to the extent that the allegations contained in Paragraph 38 contain legal assertions and  
19 conclusions, which require no response. To the extent a response is required, Defendant  
20 Grepow denies each and every allegation contained therein.

21       39. In answer to Paragraph 39 of Plaintiffs' First Amended Complaint, Defendant Grepow  
22 denies each and every allegation contained therein.

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## VI. AFFIRMATIVE DEFENSES

2. *Failure to Mitigate.* Investigation and discovery may reveal Plaintiffs failed to mitigate damages, if any, or to avoid injury.

4. *Misuse*. Plaintiffs,' and/or Plaintiffs' subrogees', misuse and failure to adhere to instructions and warning labels on the product were the cause of Plaintiffs' damages and/or injuries.

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1           6. *Contributory Fault.* Plaintiffs' injuries and/or damages, if any, were caused in whole  
2 or in part by Plaintiffs', or their subrogees' own negligence, and should be reduced in  
3 proportion thereto.

4           7. *Foreseeability.* The injuries and/or damages alleged by Plaintiffs were not  
5 reasonably foreseeable as a result of any of Defendant Grepow's alleged acts and/or omissions.

6           8. *Avoidable Consequences.* Plaintiffs failed to protect themselves from avoidable  
7 consequences.

8           9. *No Act or Omission.* No act or omission of Defendant Grepow was the proximate  
9 cause of Plaintiffs' alleged injury and/or damages.

10           10. *Third Party/Non-Party Liability.* Plaintiffs' alleged damages, if any, were  
11 proximately caused in whole or in part by the acts or omissions of third parties over whom  
12 Defendant Grepow has no right of control, and for whom Defendant Grepow has no legal  
13 responsibility. As a result, Defendant Grepow has no liability to Plaintiffs, or Defendant  
14 Grepow's liability should be reduced by an amount to be demonstrated at trial. The identities of  
15 any non-parties will be identified when they are known to Defendant Grepow.

16           11. *Reservation.* Defendant Grepow hereby reserves the right to assert additional  
17 affirmative defenses that may be identified through continuing investigation and discovery in  
18 this matter or abandon any affirmative defense herein asserted as future discovery dictates.

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1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, having answered Plaintiffs' First Amended Complaint, Defendant  
3 Grepow prays as follows:

- 4 1. That Plaintiffs' Complaint be dismissed with prejudice and without an award of costs;  
5 2. That Defendant Grepow be awarded its statutory costs and attorneys' fees in defending  
6 these actions, if appropriate and applicable; and  
7 3. That Defendant Grepow be awarded further relief as the Court deems just and equitable  
8 under the circumstances and pursuant to applicable law.  
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11 Respectfully submitted this 1<sup>st</sup> day of September 2022.

12 FLOYD, PFLUEGER & RINGER, P.S.

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DATED: September 1, 2022.

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